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#### **Contract Database Metadata Elements**

Title: **Board of Cooperative Educational Services, Jefferson-Lewis-Hamilton-Herkimer-Oneida Counties and Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association (2006)**

Employer Name: **Board of Cooperative Educational Services, Jefferson-Lewis-Hamilton-Herkimer-Oneida Counties**

Union: **Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association**

Local:

Effective Date: **07/01/06**

Expiration Date: **06/30/08**

PERB ID Number: **6618**

Unit Size: **217**

Number of Pages: **30**

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TA/6618

**A G R E E M E N T**

**Between**

**THE DISTRICT SUPERINTENDENT OF SCHOOLS**

**of the**

**JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

**and the**

**JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA  
BOCES PROFESSIONAL ASSOCIATION**

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2006 - 2008

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

217

## TABLE OF CONTENTS

		Page No.
ARTICLE I	RECOGNITION	1
ARTICLE II	PRINCIPLES	1
ARTICLE III	PROCEDURES FOR CONDUCTING NEGOTIATIONS	2
ARTICLE IV	GRIEVANCE PROCEDURE	2
	Definition	
	Submission of Grievances	
	Grievance Procedure	
	Arbitration	
ARTICLE V	COMPENSATION	4
ARTICLE VI	SUMMER SCHOOL WORK	4
ARTICLE VII	CONFERENCES	5
ARTICLE VIII	ASSOCIATION BUSINESS DAYS	6
ARTICLE IX	JURY DUTY	6
ARTICLE X	COMPENSATION FOR EXTRA DUTIES	6
ARTICLE XI	PAYROLL DEDUCTION	6
	Dues	
	Agency Fee	
	Tax Sheltered Annuities	
	Credit Union	
	NYSUT Benefit Trust	
	IRS 125 Plan	
ARTICLE XII	MILEAGE	8
ARTICLE XIII	SICK LEAVE	8
ARTICLE XIV	RETIREMENT REIMBURSEMENT FOR ACCUMULATED SICK LEAVE	9
ARTICLE XV	PERSONAL BUSINESS LEAVE	9
ARTICLE XVI	DEATH IN THE FAMILY	10
ARTICLE XVII	VISITING DAYS	10

## TABLE OF CONTENTS

	<b>Page No.</b>
ARTICLE XVIII	LEAVE OF ABSENCE 10
ARTICLE XIX	SABBATICAL LEAVE 12
ARTICLE XX	HEALTH INSURANCE 12
ARTICLE XXI	EMPLOYEE EVALUATION 12
ARTICLE XXII	INVOLUNTARY TRANSFER 13
ARTICLE XXIII	SICK LEAVE BANK 13
ARTICLE XXIV	PERSONNEL FILE 13
ARTICLE XXV	FAIR DISCIPLINE 14
ARTICLE XXVI	TERMINATION OF TEACHERS 16
ARTICLE XXVII	MISCELLANEOUS 17
ARTICLE XXVIII	SUBMISSION OF REQUIRED DOCUMENTS 17
ARTICLE XXIX	JOB VACANCY NOTIFICATION 18
ARTICLE XXX	STAFF DEVELOPMENT DAYS 18
ARTICLE XXXI	EMPLOYEE ASSISTANCE PROGRAM 18
	CONDITION OF AGREEMENT 18
APPENDIX A	GRIEVANCE FORM
APPENDIX B	SALARY SCHEDULES 2006-2007; 2007-2008
APPENDIX C	SALARY SCHEDULES - PSYCHOLOGISTS
APPENDIX D	SICK LEAVE BANK
APPENDIX E	MOA - ADULT EDUCATION SPECIALIST
APPENDIX F	PAY FOR EXTRA WORK - MENTORS AND ASHA-CERTIFIED SPEECH PATHOLOGISTS

## **PREFACE**

In order to execute the provisions of Chapter 392 of the Laws of 1968 (The Public Employment Act) and to encourage and increase effective and harmonious working relationships between the BOCES, Sole Supervisory District of Jefferson-Lewis-Hamilton-Herkimer-Oneida Counties (hereinafter referred to as the JLHHO Board), and its professional employees represented by the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association (hereinafter referred to as the JLHHO Association), and to enable the professional employees to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in the Sole Supervisory District of Jefferson-Lewis-Hamilton-Herkimer-Oneida Counties, this agreement has been reached.

## **ARTICLE I** **RECOGNITION**

- 1.0 PERB has certified the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association (BPA) as the exclusive representative for the purpose of collective negotiations and the settlement of grievances.

Included in the bargaining unit: All professional teaching employees and Adult Education Specialists, COTA, CPTA, Nurse, School Social Worker, Occupational Therapist, and Physical Therapist.

Excluded from the bargaining unit: Superintendent, Assistant Superintendents, Directors, Assistant Directors, Coordinators, Coordinator Assistants, Supervisors who spend more than fifty percent of their time in an administrative capacity, Career Education Counselor, Project Charlie Specialist, and Placement Specialist, and all other titles.

- 2.0 This recognition constitutes an agreement between the District Superintendent and the Association to reach a mutual understanding regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of those public schools under the jurisdiction of the Board. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.
- 3.0 The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Jefferson-Lewis-Hamilton-Herkimer-Oneida schools the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

## **ARTICLE II** **PRINCIPLES**

- 1.0 It is recognized that members of the professional staff require specialized qualifications and that the success of the educational programs in the counties' schools depends upon the maximum utilization of the abilities of staff who are reasonably well satisfied with the conditions under which their services are rendered.

- 2.0 **Right to Join or Not Join.** It is further recognized that bargaining unit members have the right to join, or not join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.
- 3.0 **Rights of Minorities and Individuals.** The legal rights inherent in the State School Code and the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this agreement.
- 4.0 Both parties to this agreement acknowledge and warrant that in regard to the educational programs and activities of the district no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of sex.

### **ARTICLE III** **PROCEDURES FOR CONDUCTING NEGOTIATIONS**

- 1.0 Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen school days following such request. In any given school year, such a request shall be made on or before February 15. At the first meeting, ground rules shall be set for ensuing negotiations sessions. Both parties shall submit written detailed proposals on all issues at that meeting.

### **ARTICLE IV** **GRIEVANCE PROCEDURE**

1. It is the policy of the BOCES and the Association that all grievances be resolved informally, or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

#### **Definition**

- a. A "grievance" is any alleged violation of this agreement, or any dispute with respect to its meaning or application. Unsatisfactory performances observed as a result of formal evaluation cannot be a subject for arbitration.
- b. A "grievant" is any person in the unit covered by this agreement.
- c. An "aggrieved party" is the employee or group of employees, or the Association, who submit a grievance or on whose behalf it is submitted by the Association.

#### **Submission of Grievances**

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in so doing shall give notice that a "grievance" is being raised.
- b. Each grievance shall be submitted in writing on a form approved by the BOCES and the Association, and shall identify the aggrieved party, the provision of this agreement involved in the

grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identify of the person responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party.

- c. A grievance shall be deemed waived, unless it is submitted in writing within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.

### **Grievance Procedure**

- a. **Supervisor**

The supervisor shall respond in writing within one calendar week after receipt of each grievance. If an aggrieved party is not satisfied with the response of the supervisor, or if no response is received within the specified time limit after the submission of a grievance, such aggrieved party may appeal to or submit a copy of the grievance within one calendar week thereafter to the District Superintendent.

- b. **District Superintendent**

The District Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance, and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than two weeks after it is received by him/her.

- c. **Board**

If the aggrieved party is not satisfied with the decision of the District Superintendent, an appeal may be filed in writing with the Board within ten (10) days after receiving the District Superintendent's decision.

The Board or a committee thereof, shall hold a hearing within fifteen (15) days of receipt of the written appeal, with the aggrieved party and his/her representative.

Within ten (10) days after conclusion of the hearing, the Board's written decision shall be transmitted to the aggrieved party.

Notwithstanding anything set forth above, the Board or the committees thereof, shall not be required to meet more than ten (10) day intervals to process multiple simultaneous grievances.

### **Arbitration**

- a. In the event the Association is not satisfied with the response of the Board, it may, within thirty (30) days after receiving that statement, refer the grievance to arbitration, by requesting that the American Arbitration Association provide lists of arbitrators. A copy of such request shall be forwarded to the District Superintendent.
- b. Upon receipt of the list of arbitrators, a designee of the District Superintendent and the Association shall submit names acceptable from the list, until one is ultimately mutually designated as the arbitrator.

- c. The arbitrator's decision will be in writing, and will set forth his/her findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.
- d. The cost for the services of the arbitrator will be borne equally by the BOCES and the Association.
- e. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

**ARTICLE V**  
**COMPENSATION**

- 1.0 All BOCES teachers must hold a provisional, permanent, temporary license, or life certificate in the subject area that they are teaching.
- 2.0 Employees paid for graduate hours and master's degrees as of June 30, 1988, will continue to have those hours and degrees as part of their overall salary. Commencing July 1, 1988, the BOCES will no longer make payments for additional graduate hours or master's degrees.
- 3.0 Salary Increases
  - 3.1 The total cost of the 2006-2007 and 2007-2008 salary schedule increases and longevity increases shall not exceed 4.0% per year. Salary schedules reflecting the agreed upon increases are attached as Appendix B and C.
  - 3.2 For the 2006-2007 school year, accreted title employees shall receive a 4.0% increase over their 2005-2006 base salary. For the 2007-2008 school year, accreted title employees shall receive a 4.0% increase over their 2006-2007 base salary.

Accreted titles are not on a salary schedule. Salary increases for 2008-2009 are subject to negotiations. The BOCES shall create a five-level hiring scale for accreted titles.

**ARTICLE VI**  
**SUMMER SCHOOL WORK**

Ten (10) month unit members who work during the summer as a continuation of their regular program, i.e., nursing program, cosmetology, Special Education, or whose regular instructional assignment requires additional duties as assigned by the appropriate administrator, shall be compensated at the rate of 1/200th of their annual salary based on the salary schedule in effect at the time of service. The BOCES shall have sole discretion as to which teachers are appointed for summer work, and shall make such appointments annually.

The above shall not apply to bargaining unit members who attend workshops, seminars, or conferences when school is not in session.



## **ARTICLE VII** **CONFERENCES**

### **Section 1.0**

A bargaining unit member must seek initial approval from the BOCES' administrator in charge of the program.

### **Section 2.0**

In order to be reimbursed for attendance at an approved conference, the bargaining unit member must submit an itemized list of expenses. Hotel bills must be submitted.

### **Section 3.0**

The number of bargaining unit members from each department to attend conferences will be determined at the discretion of the District Superintendent. Where necessary, a rotating system will be employed.

### **Section 4.0**

Conferences occurring in the summer should be arranged for prior to May 1st of that year.

### **Section 5.0**

Bargaining unit members invited to appear on panels or as consultants will not be barred from attending other conferences. Such invitations will be subject to the approval of the BOCES' administrator or immediate supervisor. Bargaining unit members may attend the Representative Assembly as school representatives without penalty in this regard.

### **Section 6.0**

A written report on the conference is to be made by each teacher attending. One copy should be submitted to the District Superintendent; other copies should be circulated to other members of the department and to the building principal. An oral report should be given to other members of the department as soon as possible.

### **Section 7.0**

Reasonable expenses incurred by bargaining unit members in attending conferences approved and authorized by the District Superintendent will be paid by the District. Expenses incurred by bargaining unit members who attend the Representative Assembly or any other BOCES' Professional Association conferences cannot be charged to the BOCES' Board. Receipts and an itemized accounting for monies expended shall be submitted to the District Superintendent for his approval.

### **Section 8.0**

Every effort should be made to share transportation facilities to conferences with bargaining unit members in the same school system and/or with bargaining unit members in nearby schools going to the same conference.

**ARTICLE VIII**  
**ASSOCIATION BUSINESS DAYS**

The President of the BPA or his/her designee shall be allowed to use a total of five (5) days for Association business. The President must give five (5) days advance notice to the District Superintendent. For the first three (3) days, the BPA shall pay the total cost of the substitute. For the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) days, the BOCES will pay for the substitute.

**ARTICLE IX**  
**JURY DUTY**

An employee who is called for jury service shall be granted a leave of absence for the days he served. The employee shall receive full compensation for the days served on jury duty. The employee shall endorse the jury duty check to BOCES. The employee shall furnish satisfactory daily proof to the District Superintendent as to the actual jury duty.

Should an employee be excused from jury duty and a reasonable period of time remains to be worked that day, the employee should report for work.

Time served on jury duty will not be deducted from any other leave.

**ARTICLE X**  
**COMPENSATION FOR EXTRA DUTIES**

Compensation paid by component schools to unit members for coaching, sponsoring clubs, serving as advisors, chaperoning or extra-duty activities performed for component schools shall be determined by the component.

**ARTICLE XI**  
**PAYROLL DEDUCTION**

**DUES**

- 1.0 The District agrees to deduct from the salaries of the bargaining unit members' dues for the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES' Professional Association and its state and/or national affiliate organizations as said bargaining unit members individually and voluntarily and/or authorize the District to deduct and transmit the monies to the Association at each pay period.
- 2.0 Deductions will automatically be made from all bargaining unit members who have approved said deductions. Dues deductions will be on the 1st pay period in October and in each of the successive pay periods.
- 3.0 Unit members who voluntarily withdraw their dues deduction shall notify the BOCES Superintendent and BOCES PA President in writing. Unless both parties are notified in writing by October 1, dues will continue to be deducted.

## **AGENCY FEE**

Agency Fee Payers: JLHHO BOCES shall deduct from the wage or salary of employees in the bargaining unit who are not members of the JLHHO BOCES Professional Association the amount equivalent to the dues levied by the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedures for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York.

## **TAX SHELTERED ANNUITIES**

- 1.0 The Board will withhold authorized payments for members' contribution to a tax sheltered annuity (TSA) or to an Individual Retirement Account (IRA).
- 2.0 In 1981-82 five (5) companies were used for TSA's. These companies shall continue to be used and may be used for IRA's.
  - 2.1 If three (3) or more unit members choose a company for TSA's or IRA's, that company will be added to those above.
- 3.0 Unit members may enter or change such programs or contributions during the months of September, January, and May only.
- 4.0 The parties recognize that since all arrangements for a TSA or an IRA are between an individual and a particular company, neither the BOCES nor the Association shall have any liability in any dealings between a unit member and a company.

## **CREDIT UNION**

- 1.0 Members of the bargaining unit may enroll in a payroll savings program whereby the Board is designated to withhold money from each paycheck to be forwarded to an Employees Federal Credit Union. Deductions will begin with the last paycheck in September and will continue through to the last check in June. In order to participate, one must be a member of the Credit Union and have filed a designation form with the office of the District Superintendent on or before the opening day of school. Once a designation has been filed, it may not be withdrawn during that school year. All amounts must be in even dollars. Withdrawals of savings will be made through the office of the Credit Union and will be in accordance with its bylaws. Following each pay period, a check for the total amount withheld will be forwarded to the office of the Credit Union. The first check will be accompanied by a listing of names and amounts being withheld. The Board will be reimbursed for reasonable costs to them that would not usually occur.

## **NYSUT BENEFIT TRUST**

1. The District will deduct from the salaries of those unit members participating in the Trust an amount authorized by said unit member on Benefit Trust forms.
2. The deductions will commence on the second pay period of the school year, and will continue for twenty (20) consecutive pay periods in a school year.
3. The authorization may be withdrawn at the discretion of the unit member. Unit members may enter the Trust, or change their contributions during the months of September and January only.
4. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust as deducted.

## **IRS 125 PLAN**

An IRS Section 125 Plan which has provisions for health insurance premiums, unreimbursed medical expenses, and dependent care coverage will be available for unit members.

## **ARTICLE XII**

### **MILEAGE**

- 1.0 Employees who use their personal vehicle for required travel for the BOCES shall be reimbursed at the approved I.R.S. mileage rate for actual miles traveled. This rate will be reviewed and modified, if necessary, annually on July 1. Required travel shall include necessary travel between multiple work locations, travel from a home school work location to a central meeting location (i.e. staff, faculty, supervisory meetings), conference travel, required in-service meetings, or travel due to committee meeting attendance as authorized by the immediate supervisor. Travel which would be considered non-reimbursable will be for attendance at a Superintendent's Conference Day, school open houses, personal travel to an assigned work location, etc. Certification of such mileage will be required monthly on a date specified by the District Superintendent.
- 2.0 Whenever possible, employees will be expected to "carpool" or use BOCES' transportation if available.
- 3.0 During the life of the agreement the BOCES has the authority to unilaterally adjust either temporarily or permanently the above rate to a higher rate if it considers the change necessary.
- 4.0 If the IRS reduces or increases the allowable mileage rate after July 1, such change will commence on the date required by the IRS. Mileage reimbursement forms must be submitted to the Business Office within 90 days from when mileage was incurred to be reimbursed. The District Superintendent may, at his or her discretion, reimburse the mileage for those employees who have submitted the form after 90 days.

## **ARTICLE XIII**

### **SICK LEAVE**

#### **Section 1.0**

Ten (10) month employees in the unit shall be entitled to 12 sick days in each school year. This leave will be cumulative to 180 days for those days not used. This sick leave will be available for the first day of school for those people employed to serve for the full period. For those hired after the beginning of the school year, they shall be entitled to a total number of sick leave days equal to the number of months remaining in the school year as of the date of their employment. (Fifteen or more calendar days shall be counted as a full month if the number of months remaining in the year when the employee is hired are not an exact amount).

#### **Section 2.0**

After maximum sick leave days have been accumulated, days used will first be subtracted from current years allowance, rather than accumulated time.

**Section 3.0**

Bargaining unit members who suffer a compensable job related injury or illness under Workers' Compensation shall suffer no loss of pay for the amount of accumulated sick time or 26 weeks which ever is less, no deduction from accumulated sick time will be made for this period of time.

- 3.1 Any payment received through Workers' Compensation for the period of time described in 3.0 shall be turned over to the Board.
- 3.2 Settlement of claims due to disfigurement or loss of function shall be between the teacher and the Workers' Compensation Board in accordance with the procedures of that Board.

**ARTICLE XIV**  
**RETIREMENT REIMBURSEMENT FOR ACCUMULATED SICK LEAVE**

- 1.0 Bargaining unit members who retire from the BOCES with at least ten (10) years of service and who notify the Board of Education at least four (4) months prior to the date of retirement will be compensated for accumulated sick leave at the rate of \$25/day up to a maximum of \$4,800, effective September 1, 2001. Such payment will be made at the time of separation.

**ARTICLE XV**  
**PERSONAL BUSINESS LEAVE**

Personal business leave not to exceed 4 days totally is allowed for the following reasons with the limitations noted. These days are non-cumulative. At least 48 hours notice must be given in writing to the employee's immediate supervisor and District Superintendent for approval.

- 1.0 Sickness in the immediate family, not to exceed 3 days.
- 2.0 Remedial health treatment, not to exceed 2 days. No details need be supplied as to the reason for treatment.
- 3.0 Legal transaction involving a legal instrument (deed, mortgage, transferring of title, etc.) or a court order.
- 4.0 Attendance at weddings or commencement exercises involving members of the immediate family, not to exceed two days.
- 5.0 Funerals outside family not to exceed one day. If more than one day is needed, an appeal for additional days may be made to the immediate supervisor.

Requests for such days are not to be made for days immediately prior to or immediately following a holiday or vacation period.

## **Personal Leave**

6.0 One (1) day of personal leave will be allowed under the following conditions:

- a. No reason for absence other than the identification "personal leave" shall be required provided the unit member notifies the immediate supervisor and Superintendent, in writing, at least forty-eight (48) hours in advance.
- b. In case of emergency the forty-eight hours requirement will be waived and the person using the personal leave day may be required to show that advance notice was not possible.
- c. The unused personal leave day under this section will accumulate in the following school year as sick leave.
- d. Use of such personal leave day shall not be allowed for the three (3) days immediately prior to or for three (3) days immediately after a scheduled vacation or holiday.

## **ARTICLE XVI** **DEATH IN FAMILY**

### **Section 1.0**

Each employee is permitted up to 5 days leave in the event of a death in the immediate family. These days are non-cumulative. Such leave may be extended by the District Superintendent pending personal appeal.

### **Section 2.0**

**Definition:** For purpose of this agreement the immediate family is defined as child, brother, sister, spouse, parents, grandparents and in-laws of the employee.

## **ARTICLE XVII** **VISITING DAYS**

### **Section 1.0**

Each full time teacher will be granted two (2) visiting days per year to visit other schools and classes which are providing a program helpful to the teacher. Requests for visiting days must be made in advance in writing to the immediate supervisor of the employee.

## **ARTICLE XVIII** **LEAVE OF ABSENCE**

1.0 Unit members shall be entitled to unpaid leaves of absence for up to one year. Such leaves shall be consistent with the following:

- 1.1 Leaves of absence for other than mental or physical disability shall be limited to two shared teachers and two vocational teachers at any one time.

- 1.2 The District Superintendent, at his discretion, may recommend to the Board that additional unpaid leaves of absence be granted beyond the limits of 1.1.
- 1.3 Requests for such leave shall be made in writing at least 120 days prior to the commencement date or in the case of a leave for the second semester at least 60 days prior to the start of the semester. Such request for leave shall state the reason for the leave and the length of the leave requested. Except for leaves due to mental or physical disability, related to pregnancy or post-delivery, such leaves shall commence and terminate at the start or ending date of a semester. In extenuating circumstances, an applicant may request the time limits be waived for a leave.
- 1.4 Unpaid leaves of absence may be extended for up to one additional year consistent with 1.1, 1.2, and 1.3 above.
- 2.0 While on leave of absence, a unit member shall earn no benefits as provided for in the agreement. However, a unit member who is enrolled in the Health Insurance Program provided for in Article XX may continue his/her participation provided that he/she pays to the BOCES 100% of the monthly premium for each month on unpaid leave.
  - 2.1 Upon return from an unpaid leave of absence, the unit member will advance to the next salary step if at least five months of teaching were completed during the school year in which leave began. When such leave is taken, the teacher shall suffer no diminishment in seniority or other rights that they possessed at the commencement of such leave.
- 3.0 In the specific instance of a request for an unpaid leave of absence related to pregnancy or post-delivery, such leave shall not be denied nor shall such leave be a part of the limitation set forth in 1.1 above.
- 4.0 Sick leave benefits (Articles XIII and XXIII) and personal leave benefits (Article XV) are not available during an unpaid leave of absence.
- 5.0 Short-term (four weeks or less) leaves of absence without pay may be granted by the District Superintendent for unit members. During such leave all benefits shall continue.

Except in emergency, the following criteria shall be observed:

- 5.1 The unit member must submit a request in writing to the District Superintendent no later than one month prior to the dates requested. The purpose of the leave must be included with the request.
- 5.2 No more than two people may be granted such requests for the same period of time.
- 5.3 Leave requests will not be honored for time periods during September, January or June except in extenuating circumstances meeting the approval of the District Superintendent.
- 5.4 Such leaves of absence will not be granted to an individual more than once during a two year period.
- 5.5 A member will not be eligible for a short-term leave of absence unless he has been employed in this district for a minimum of two years.

- 5.6 If the District determines that a substitute teacher is needed, such leave will not be granted unless a substitute is available.

**ARTICLE XIX**  
**SABBATICAL LEAVE**

- 1.0 A teacher who has served at least seven teaching years with the Board of Cooperative Educational Services for the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES may apply in writing by February 1 of the preceding year or by September 1st for the second semester to the Superintendent for a sabbatical leave of up to one year providing that no resignation has been tendered during the seven (7) years. Such leave to be for the purpose of study, research.
- 2.0 A teacher receiving an approval for a sabbatical leave will sign an agreement with the Board which will obligate the teacher not to leave the employ of the Board for a period of two years following the expiration of such leave. Should a teacher fail to fulfill said two year commitment, (s)he will repay the District at the rate of 1/20 of the sabbatical payment for each month of service unfulfilled. This will apply only to teachers voluntarily leaving the District.
- 3.0 Teachers will receive credit on the salary schedule for the year of leave. No other benefits of substantive or other nature shall be accrued, however, during the period of the leave.
- 4.0 Payment by the District to the teacher will be in the form of one-half pay for a full-time school year or full pay for one-half of a school year. The sabbatical pay shall not be affected by grants or fellowship awards.
- 5.0 All sabbatical leaves must have the express approval of the District Superintendent.

**ARTICLE XX**  
**HEALTH INSURANCE**

- 1.0 Commencing July 1, 1994 each member of the bargaining unit who participates in the health care plan shall contribute ten (10) percent towards the cost of their health care premium.
- 2.0 Commencing July 1, 1991 and thereafter, part-time employees hired by the BOCES will not be eligible for health care benefits.
- 3.0 Employees in the bargaining unit with ten (10) years of continuous service in the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES and who retire as of January 1, 1993 and thereafter, shall pay towards their health insurance premium the same percentage as current employees in this bargaining unit.

**ARTICLE XXI**  
**EMPLOYEE EVALUATION**

- 1.0 To achieve a quality educational program for the students, periodic written teacher evaluations must be made.



Every non-tenured occupational and special class teacher shall receive at least one formal classroom evaluation each year prior to December 1. If the evaluation indicates problems influencing the effectiveness of the teacher's performance, a second evaluation will be done prior to February 1. All non-tenured staff may receive additional evaluations after December 1.

Tenured teachers should be visited for the purpose of evaluation at least once during the school year.

Within a reasonable time after the observation, not to exceed two weeks, a written report of the observation will be made available to the teacher. The teacher may add a written response to the report and both the teacher and the evaluator shall sign the report. The teacher and the evaluator shall meet to discuss the report if the teacher and/or the evaluator so request. The teacher's signature merely signifies that the teacher has read the report, and does not necessarily indicate agreement with its contents. Evaluations and responses will be placed in the teacher's personnel file.

- 2.0 All BOCES' employees shall follow the policies of their home school districts and shall be expected to perform the equivalent duties of other teachers in that district. They shall not be expected to perform tasks which are not expected contractually from other teachers in that district. Nothing shall diminish a teacher's primary responsibilities as a BOCES' employee.
- 3.0 Unit members who are not teachers shall be evaluated at least once per school year.

## **ARTICLE XXII** **INVOLUNTARY TRANSFER**

- 1.0 When upon involuntary transfer a change of residence is necessary, if less than 30 days notice has been given or if the transfer is made during the school year, the District shall make available two (2) days released time for the employee for the purpose of seeking, securing, and moving into a new residence.
- 2.0 Bargaining unit members so affected may appeal to the District Superintendent for additional days.

## **ARTICLE XXIII** **SICK LEAVE BANK**

All unit members may participate in a sick leave bank in accordance with rules and procedures of the sick leave bank. Said rules and procedures are attached herein as Appendix D.

## **ARTICLE XXIV** **PERSONNEL FILE**

- 1.0 The official District bargaining unit member personnel file shall be maintained in the central office.
- 2.0 No material derogatory to a bargaining unit member's conduct, service, character, or personality shall be placed in the file unless the bargaining unit member has had an opportunity to examine the material. The bargaining unit member shall be considered to have an opportunity to examine the material when notified in person, by telephone or by mail (a) that such an action is contemplated, (b) that the material is available for inspection in the office of the Clerk of the Board of Education,

and (c) a period of three working days has elapsed from the notification of the employee exclusive of the day of notification.

- 3.0 Bargaining unit members shall be informed in person of unfavorable material to be placed in their file. If a bargaining unit member is unavailable for such notification for more than seventy-two hours, the District may notify the bargaining unit member by mail through the United States Postal Service, certified mail, deliverable to addressee only, return receipt requested. Such mailing will be conclusive presumption of receipt by the employee on the delivery date shown on the receipt.
- 4.0 A bargaining unit member shall acknowledge that he/she has read the material available in the office of the Clerk of the Board of Education by affixing his/her signature on the actual copy to be filed. Such signature merely signifies that the bargaining unit member has read the material to be filed, and does not necessarily indicate agreement with its contents. The bargaining unit member will sign the material to be filed within four (4) school days.
- 5.0 An incident which has not been reduced to writing, within three months of its discovery or its occurrence, whichever is the later, exclusive of the summer vacation period, may not be added to the file.
- 6.0 The bargaining unit member shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The bargaining unit member shall have three months from the date of his/her initial examination of the contested material to answer such material.
- 7.0 Upon request, bargaining unit members in the presence of the custodian thereof, shall be permitted to examine their files, except as limited in #8, below. Bargaining unit members may receive copies of any material in their files upon payment of a reasonable fee therefor.
- 8.0 A bargaining unit member shall not be entitled to see or copy pre-employment recommendations or pre-employment evaluations.
- 9.0 Inaccurate or misleading material will be removed from the file if a bargaining unit member's claim that it is inaccurate or misleading is sustained.
- 10.0 Only material filed prior to recommendation for disciplinary action or dismissal shall be considered in determining whether a bargaining unit member shall be disciplined or dismissed.
- 11.0 No material in a bargaining unit member's file will be released to other than District personnel in the course of their duties without teacher's permission. This is not intended to limit candid references requested of the District, the release of public records or information which is the subject of litigation or administrative procedures.

**ARTICLE XXV**  
**FAIR DISCIPLINE**

- 1.0 Certified or licensed bargaining unit members, during their probationary period, may not be discharged, disciplined, or have an unsatisfactory evaluation placed in their file for arbitrary or capricious reasons. If the probationary employee alleges a violation of this clause, they may grieve the alleged arbitrary or capricious action and assume the burden of proving the action is arbitrary or capricious.

2.0 Accreted employees who are covered by Civil Service Law Rules and Procedures and who have served their probationary period and have received a permanent civil service appointment may not be dismissed or disciplined without just cause.

3.0 **Alternative 3020-a Procedure.**

A. A tenured employee against whom charges have been filed pursuant to Section 3020-a of the Education Law may waive his or her rights to a 3020-a procedural hearing and choose instead a hearing in accordance with American Arbitration Association Labor Arbitration Rules as modified below. Once a choice of forum is made, the affected employee waives all rights to proceed in any other forum.

1. The employee so charged shall notify the District Superintendent in writing within ten (10) calendar days of receipt of the charges, of his/her intent to:
  - a. Waive his/her right to a 3020-a hearing and all provisions of Section 3020-a and Part 82 of the Regulations of the Commissioner of Education, and request a hearing under this section of the contract with the burden of proof of just cause placed upon the District; or
  - b. Retain all rights and privileges under 3020-a and Part 82 of the Commissioner's Regulations and request a hearing under those procedures;
  - c. Agree with the charges as written by the District and agree to accept the discipline proposed by the District.
2. If the employee fails, within ten (10) days to submit his/her election in writing, of one of the three choices listed above, such failure shall be construed as acceptance of the charges and penalty set out by the District. The employee shall thereby waive any right to, and shall be barred from, pursuing the matter in any legal, administrative, or contractual forum.

B. The procedure for hearings under the American Arbitration Association Rules shall be as follows:

1. The parties shall proceed directly to a hearing before an arbitrator. The parties shall present their evidence and testimony at this hearing. All testimony will be under oath.
2. The arbitrator shall be mutually selected from a list submitted by the American Arbitration Association, and shall hold a hearing within thirty (30) days of appointment.
3. The District and the employee may each choose to be represented by one (1) advocate.
4. The arbitrator shall submit an award, accompanied by an opinion setting forth factual and legal determinations, within thirty (30) calendar days after the record of the hearing is closed.

5. The findings and penalties arrived at by the arbitrator shall be final and binding on all parties, and no review of the arbitrator's decision will be undertaken, except as provided in Article 75 of the Civil Practice Law and Rules. The decision of the arbitrator shall be implemented immediately by the District, and should an Article 75 proceeding be commenced, neither party shall seek a stay of such implementation pending the decision of the Article 75 proceeding.
  6. The cost of the arbitrator and American Arbitration Association fees shall be shared equally by the parties.
- C. The charged employee may be suspended without pay and benefits until completion of the proceedings for the following reasons:
1. where the teacher faces charges for lack of certification;
  2. in situations where the employee is delaying the proceeding.
  3. If a decision has not been rendered within 90 days of the receipt of charges by the employee, the District may suspend the employee without pay, regardless of the above stated reasons.
  4. If the employee is awarded back pay, the employee's back pay shall be reduced by the income the employee earned in another job during the time of the suspension. Such reduction shall apply to income earned only during the time the teacher would normally be in his/her job with the school district. The employee will be required to provide substantiation for any earnings or lack of earnings before back pay will be awarded.
- D. If an employee is found guilty by a court of law of committing a felony, or any crime which would impact on that employee's performance and role model as an employee in the District, such conviction shall automatically constitute cause for disciplinary action, including dismissal; and the District may impose the penalty without a hearing. The Association may request a hearing under the procedures set forth in paragraph B above on the appropriateness of the penalty only, with the burden of proof falling on the Association, to prove that the penalty is inappropriate. The penalty shall be applied while the challenge is being pursued by the Association.
- E. The provisions of this Article shall not be subject to the grievance procedure contained in this contract, except where a claim is made that the District has violated the procedural aspects of this article.

## **ARTICLE XXVI**

### **TERMINATION OF TEACHERS**

- 1.0 Probationary teachers shall be notified of proposed dismissal by April 15th if the Board does not intend to rehire them for the following school year.
- 2.0 If a position is eliminated, or planned to be eliminated, after April 15th, then the teacher in the position to be eliminated will be notified within 48 hours (two working days) of the time such facts become known to the District Superintendent.

- 3.0 Teachers on temporary assignment (i.e. uncertified teachers and contract substitutes) who are to be terminated during their period of assignment shall be given written notice at least thirty calendar days prior to the effective date of such termination.
- 4.0 Non-teaching unit members will be given 30 days notice prior to dismissal.

**ARTICLE XXVII**  
**MISCELLANEOUS**

- 1.0 All terms and conditions of employment not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement.
- 2.0 This agreement is the result of collective negotiations between the District Superintendent and the Association which have been conducted under the requirements and directives of the Public Employees' Fair Employment Act (Taylor Law). The provisions of this Agreement supersede all conflicting policies and directives of the Board and may be changed only through the mutual agreements of the District Superintendent and the Association.
- 3.0 This agreement may be amended by mutual consent of both parties with written evidence of said consent being presented by such party to the other. Copies of this agreement, or any agreement reached between the District Superintendent and the Association shall be duplicated at the expense of the District and given to all professional personnel now employed or hereinafter employed by the Board as soon after its execution as possible.

**ARTICLE XXVIII**  
**SUBMISSION OF REQUIRED DOCUMENTS**

- 1.0 All bargaining unit members will submit required documentation for their personnel files, as requested by the BOCES. Such documentation shall include salary notices, I-9 forms, graduate credit transcripts, certificate application papers, certificates, temporary licenses, oath of office, physical examination forms; legally required forms such as W-4, retirement plan designation or waiver, health insurance application or waiver, signed evaluations, and other documents required by New York State or Federal law.

Failure to submit these documents upon request will result in the withholding of paychecks until such documents are received by the BOCES.

- 2.0 Prior to approving a change in salary column, the teacher must submit his/her original CQ, provisional or permanent certificate to the Director of Employer/Employee Relations or the Certification Specialist, no later than June 1 for payment in that school year. Any approved retroactive payment will be made to the issuance date of the certificate, but not prior to September 1 of the current school year.

**ARTICLE XXIX**  
**JOB VACANCY NOTIFICATION**

The BOCES will provide the President of the Association with notices of vacancies within the bargaining unit, as such vacancies become known to the central administration.

**ARTICLE XXX**  
**STAFF DEVELOPMENT DAYS**

Three (3) additional Staff Development Days will be added to the bargaining unit members' work year. Such days are in addition to the BOCES' calendar, and shall be assigned between August 31<sup>st</sup> and June 30<sup>th</sup>.

A committee will be established with the purpose of recommending to the District Superintendent how the Staff Development Days will be used. The Committee will be made up of representatives of all BOCES' 10-month employees. The BPA shall select its representatives to the Committee as follows: (1) occupational teacher; (1) special education teacher; (1) instructional services teacher; and (1) non-teaching bargaining unit member. The District Superintendent shall select BOCES' administrators to sit on this Committee. The Committee shall meet as directed by the District Superintendent. If the BPA members of the Committee unanimously agree, the Staff Development Days may be scheduled the last full week in August.

Up to two (2) days may be used by bargaining unit members for alternative programs and workshops subject to approval by the District Superintendent. The District Superintendent will submit guidelines for the use of the alternative days to the BPA.

**ARTICLE XXXI**  
**EMPLOYEE ASSISTANCE PROGRAM**

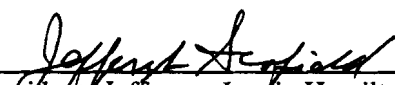
The BOCES will make available to bargaining unit employees an Employee Assistance Program. This will be effective as soon as practicable after ratification by both parties.

**CONDITION OF AGREEMENT**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

This contract shall become effective upon ratification and shall continue in effect until June 30, 2008.

  
\_\_\_\_\_  
District Superintendent of Schools

  
\_\_\_\_\_  
President, Jefferson-Lewis-Hamilton-  
Herkimer-Oneida BOCES' Professional  
Association

Dated: 5/3/06

Dated: 05/03/06

GRIEVANCE FORM

FOR USE BY JLHHO BOCES PROFESSIONAL ASSOCIATION

The following form should be filled out by the person initiating the grievance. This will be the first step to be followed in the grievance procedure where it becomes necessary to present the grievance in writing.

Date \_\_\_\_\_

Employee's Name \_\_\_\_\_

Building \_\_\_\_\_ Subject or Grade \_\_\_\_\_

Nature of Grievance \_\_\_\_\_

\_\_\_\_\_

Contract Provision \_\_\_\_\_

\_\_\_\_\_

Settlement Desired \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_ Signed \_\_\_\_\_  
(Employee) (For the Association)

Management Reply \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signed \_\_\_\_\_  
(Supervisor)

Fill out in quadruplicate and distribute to:

- (1) Supervisor
- (2) Building Representative
- (3) Grievance Committee
- (4) Employee

**JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA  
SALARY SCHEDULE 2006-2007**

STEP	A	B	C
1	35400	36400	37400
2	36000	37200	38350
3	36600	38000	39300
4	37200	38800	40250
5	37800	39600	41200
6	38400	40400	42150
7	39000	41200	43100
8		42000	44050
9		42800	45000
10		43600	46200
11		44400	47400
12		45200	48600
13		46000	49800
14		46800	51000
15		47600	52200

I. **Column Definition**

- A. Column A shall be for uncertified teachers (temporary license, no New York State certification).
- B. Column B shall be for New York State provisionally certified teachers in the area they are teaching for the BOCES.
- C. Column C shall be for New York State permanently certified teachers in the area they are teaching for the BOCES.

II. **Longevity Payments**

Teacher unit members who are in their 16th year of employment with the BOCES shall have \$1400 added to their salary.

Teacher unit members who are in their 19th year of employment with the BOCES shall have \$1400 added to their salary.

Teacher unit members who are in their 20th year of employment with the BOCES shall have \$1400 added to their salary.

Teacher unit members who are in their 22nd year of employment with the BOCES shall have \$1400 added to their salary.

Teacher unit members who are in their 25th year of employment with the BOCES shall have \$1400 added to their salary.

III. **Psychologist** - see Appendix C.



JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA  
SALARY SCHEDULE 2007-2008

STEP	A	B	C
1	35660	36660	37660
2	36260	37510	38710
3	36860	38360	39760
4	37460	39210	40810
5	38060	40060	41860
6	38660	40910	42910
7	39260	41760	43960
8		42610	45010
9		43460	46060
10		44310	47360
11		45160	48660
12		46010	49960
13		46860	51260
14		47710	52560
15		48560	53860

I. **Column Definition**

- A. Column A shall be for uncertified teachers (temporary license, no New York State certification).
- B. Column B shall be for New York State provisionally certified teachers in the area they are teaching for the BOCES.
- C. Column C shall be for New York State permanently certified teachers in the area they are teaching for the BOCES.

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Teacher unit members who are in their 25th year of employment with the BOCES shall have \$1400 added to their salary.

III. **Psychologist** - see Appendix C.

**JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA**

**2006-2008**

**SALARY SCHEDULES**

**Psychologists**

<b>2006-2007</b>		<b>2007-2008</b>	
<b>STEP</b>	<b>SALARY</b>	<b>STEP</b>	<b>SALARY</b>
1	42008	1	42268
2	43008	2	43268
3	44008	3	44268
4	45008	4	45268
5	46008	5	46268
6	47008	6	47268
7	48008	7	48268
8	49008	8	49268
9	50008	9	50268
10	51008	10	51268
11	52008	11	52268
12	53008	12	53268
13	54008	13	54268
14	55008	14	55268
15	56008	15	56268

## SICK LEAVE BANK

The purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned and prolonged illness. The sick leave bank will be administered according to the guidelines below.

1. All professional members of the staff represented by the Association and employed by the Board of Education are eligible for membership.
2. Application for membership must be made in writing to the Clerk of the Board of Education for returning employees on or before June 30th, and on or before the end of the first full week of school for new employees; otherwise membership will be delayed until the following school year.
3. An initial contribution of up to 3 days may be made from a member's accumulated sick leave. Thereafter, an annual contribution of one day per school year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
4. Days contributed to the sick leave bank are non-refundable.
5. Persons wishing to terminate membership in the sick leave bank must notify the District Superintendent of Schools in writing. Termination of membership must be accomplished between July 1st and September 1st of any given year.
6. Before a member can draw on the sick leave bank all of his/her personal sick leave must have been exhausted.
7. After a member has exhausted his/her personal sick leave, a waiting period of 5 working days must occur before drawing days from the bank. After such waiting period, bank benefits begin with the 6th day and are non-retroactive.
8. The teacher will have only one waiting period for use of sick leave bank days if he/she requests additional days during the same school year and for the same illness for which sick leave bank days were previously requested. The sick leave bank committee shall decide whether or not the employee may enter the bank again during the same school year. The decision of the sick leave bank committee shall be final and not grievable.
9. Benefits can be granted only for personal illness.
10. Benefits received from the bank will not have to be repaid.
11. Maximum benefits for any one individual shall not exceed:  
65 days or 12% of the bank whichever is less.

Benefits will be granted only as long as computed days remain available in the bank.

12. Benefits will apply to only days on which the member would have normally worked.
13. Daily benefits will be calculated by dividing the member's annual salary by 200 for 10 month and 220 for 11 month employees.
14. Applications for benefits submitted to the Clerk of the Board of Education must be accompanied by a detailed doctor's statement including such things as a complete diagnosis, expected duration, physical limitations, etc.
15. Benefits may be drawn from the bank by any one member only once in a given fiscal year.
16. All applications for benefits will be reviewed by the sick leave bank committee composed of the following, before forwarding them to the District Superintendent of Schools for approval:

2 members of the Central Office Administration.

2 members of the Association.

## Memorandum of Agreement

The BOCES, by Board decision, reduced the position of Adult Education Specialist from twelve (12) month to ten (10) month employment. The following terms were negotiated in order to implement the Board's decision.

This memorandum is entered into by the negotiating committee of the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services and the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association. The parties agree that this memorandum of agreement represents the terms of an agreement regarding the impact of the Board's decision on terms and conditions of employment for Adult Education Specialists only.

### IT IS AGREED:

1. Adult Education Specialists shall work the ten (10) month school calendar, commencing July 1, 2001. When the BOCES closes due to emergency/snow conditions, Adult Education Specialists shall be subject to the same reporting to work procedures as other bargaining unit members.
2. All references to twelve (12) month employees will no longer be applicable in the current agreement effective July 1, 2001, nor in the successor agreement between the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services and the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association.
3. Adult Education Specialists shall work thirty-five (35) hours a week, seven (7) hours a day. Any special schedule arrangements will continue at the BOCES' discretion.
4. Article VI, Summer School Work, applies to Adult Education Specialists. Adult Education Specialists, selected by the BOCES, for summer work will be paid 1/200<sup>th</sup> of their salary for each seven (7) hour day worked. Summer hours do not apply to Adult Education Specialists.
5. All accumulated sick leave that Adult Education Specialists have accrued, up until June 30, 2001, will be carried over. Adult Education Specialist will lose no accumulated sick leave due to the Board's action. In the 2001-2002 school year, Adult Education Specialists shall receive 12 sick days per year because they will be ten (10) month employees.
6. All unused vacation days that Adult Education Specialists have, as of June 30, 2001, will be paid at 1/240<sup>th</sup> of their 2000-2001 rate of pay. In addition, any vacation days earned by Adult Education Specialists, pursuant to Article XIV, for the 2001-2002 year will be paid at the 2000-2001 rate of pay. Commencing July 1, 2001, Adult Education Specialists will not be eligible for vacation benefits.

7. Adult Education Specialists 2000-2001 salary will not be reduced due to the BOCES' action. Any increase in salary for 2001-2002 will be negotiated.
8. Section 1.1 of Article XIII (Sick Leave) and Article XIV (Vacation Days for Adult Education Specialists), in its entirety, shall be eliminated from the current agreement effective July 1, 2001. Both Section 1.1 of Article XIII (Sick Leave) and Article XIV (Vacation Days for Adult Education Specialists), in its entirety, will remain eliminated in the successor agreement between the Jefferson-Lewis-Hamilton-Herkimer-Oneida Board of Cooperative Educational Services and the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES Professional Association.
9. For purposes of clarification, Article XXXI (Work Year) applies to Adult Education Specialists. In addition, all other provisions of the agreement shall apply to Adult Education Specialists, unless otherwise stated in the language of the agreement.
10. Any dispute arising from this agreement shall be resolved in accordance with Article IV, Grievance Procedure, in the BPA collective bargaining agreement.

Dated: January 29, 2001

**For the District:**

Charles M. Blum

**For the Association:**

Jeffrey L. Asfield - President

**Understanding reached regarding payment for extra work  
for mentors and ASHA-certified Speech Pathologist**

- a. Program is voluntary and pay for mentors is determined by the BOCES.
- b. ASHA-certified speech pathologists assigned to extra work outside the normal workday shall be compensated \$3,000 for the 2006-2007 and 2007-2008 school years. Prior to the end of the 2007-2008 school year, the District Superintendent and the President of BPA will meet to discuss the continuation of this stipend.